

U.S. HOUSE OF REPRESENTATIVES



**OFFICE OF THE
CHIEF ADMINISTRATIVE OFFICER
OFFICE OF PROCUREMENT**

**Request For Proposals
RHSS2001064
MLOCR Mail Sorter**

SECTION A - SOLICITATION FORM

| | | | |
|---|------------------------------------|---|----------------------------------|
| SOLICITATION, OFFER AND AWARD MLOCR Mail Sorter | | | PAGE OF PAGES 2 of 44 |
| 1. CONTRACT NO. | 2. SOLICITATION NO. RHSS2001064 | 3. TYPE OF SOLICITATION Request for Proposals | 4. DATE ISSUED 7/23/01 |
| 5. ISSUED BY Office of Procurement Ford House Office Building, Room 359 U.S. House of Representatives Washington, D.C. 20515-0005 Phone: 202 226-2523 Fax: 202 226-2214 | | 6. ADDRESS OFFER TO (If other than item 5) RFP: RHSS2001064 | |
| SOLICITATION NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder." | | | |
| 7. Sealed offers in original, 6_ additional hard copies, and 1 electronic version in MS Word format for furnishing the supplies or services in the Schedule will be received at the place specified in Block 5 until <u>August 22, 2001</u> local time <u>2:00 P.M.</u> | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation. | | | |
| 8. FOR INFORMATION CALL: | A. NAME George Bath | B. TELEPHONE NO.(Include area code) (NO COLLECT CALLS) (202) 225-2921 | |
| 9. TABLE OF CONTENTS | | | |
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| OFFER (Must be fully completed by offeror) | | | | | |
| 10. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item in Section B, delivered at the designated point(s) pursuant to the performance period(s) as specified in Section F.1 and F.2. | | | | | |
| 11. DISCOUNT FOR PROMPT PAYMENT | | 10 Calendar Days % | 20 Calendar Days % | 30 Calendar Days % | Calendar Days % |
| 12. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated) | | | Amendment No. | Date | Amendment No. |
| | | | | | |
| | | | | | |
| 13A. NAME AND ADDRESS OF OFFEROR: | | | 14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
| 13B. TELEPHONE NO. (Include area code) | 13C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | 15. SIGNATURE | | 16. OFFER DATE |

| | | |
|--|-----------------------------|--------------------------|
| SOLICITATION, OFFER AND AWARD MLOCR Mail Sorter | | PAGE OF PAGES 4 of 44 |
| AWARD (To be completed by U.S. House of Representatives) | | |
| 17. ACCEPTED AS TO ITEMS NUMBERED | 18. AMOUNT | |
| 19. SUBMIT INVOICES TO ADDRESS SHOWN IN (Item 5) (4 copies unless otherwise specified) | | See Section G.2 |
| 20. ADMINISTERED BY (If other than item 5) | 21. PAYMENT WILL BE MADE BY | |
| 22. NAME OF Contracting Officer | | 23. TITLE |
| 24. SIGNATURE OF Contracting Officer | | 25. AWARD DATE |
| IMPORTANT - Award will be made on this Form, or by other authorized official written notice | | |

CAO FORM 33 (5/95)

SECTION B - PRICING, PRODUCTS, AND SERVICES

B.1 Pricing, Products, and Services

The Offeror shall submit their firm fixed pricing on a cost per CLIN (Contract Line Item Number) basis within the following schedules:

B.2 MLOCR Sorter Equipment, Software, and Ancillary Products Schedule

B.3 MLOCR Equipment and Software Maintenance and Support Schedule

B.2 MLOC Sorter Equipment, Software, and Ancillary Products Schedule

| CLIN | Description | Quantity | Unit | Unit Price | Amount |
|---------|--|----------|------|------------|--------|
| 00001 | MLOC Sorter Equipment, Associated Software, including installation/implementation, training, and documentation | 1 | Lot | | |
| | | | | | |
| | <u>The Following items are optional:</u> | | | | |
| 00001AA | 128 bin Configuration | 1 | Lot | | |
| 00001AB | 256 bin Configuration | 1 | Lot | | |
| 00001AC | Hand written mail processing capability | 1 | Lot | | |
| 00001AD | Diagnostic tools to assess non-readable mail | 1 | Lot | | |
| 00001AE | Remote systems diagnostics via modem | 1 | Lot | | |
| 00001AF | Confirm using Planet Codes capability | 1 | Lot | | |
| | | | | | |
| 00001BA | *Trade-in Amount for Bell and Howell Jetstar 3000 | 1 | Lot | () | () |

*Specifications for the House's current model (Jetstar 3000):

| | |
|--------------------------------|-------------------------------|
| Meter reading | 20,900 hours (approximation). |
| Manufacturer | Bell & Howell |
| Model | Jetstar 3000 |
| Yr. Purchased | 1991 |
| Production Start | 1992 |
| Operating System | Windows NT |
| Sortation Program | Winsort v.6.04 |
| Camera | ATR upgrade 1998 |
| MASS and FASTforward Certified | YES |

Contractor shall be responsible for all labor, tools, supplies, and transportation costs related to the de-installation and removal of Jetstar 3000 from the House facility.

B.3 MLOC Equipment and Software Maintenance and Support Schedule

| CLIN | Description | Quantity | Unit | Unit Price | Amount |
|-------|---|----------|-------|------------|--------|
| 00002 | <u>Option 1</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 24 months after expiration of Contractor's Hardware Warranty Contractor Hardware Warranty Expiration Date (<u>TBD</u>) | 24 | Month | | |
| 00003 | <u>Option 2</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 24 months after expiration of Contractor's Software Warranty Contractor Software Warranty Expiration Date (<u>TBD</u>) | 24 | Month | | |
| | | | | | |
| 00004 | <u>Option 3</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 25 through 36 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00005 | <u>Option 4</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 25 through 36 months after expiration of Contractor's Software Warranty | 12 | Month | | |
| 00006 | <u>Option 5</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 37 through 48 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |

| CLIN | Description | Quantity | Unit | Unit Price | Amount |
|-------|--|----------|-------|------------|--------|
| 00007 | <u>Option 6</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 37 through 48 months after expiration of Contractor's Software Warranty | 12 | Month | | |
| 00008 | <u>Option 7</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 49 through 60 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00009 | <u>Option 8</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 49 through 60 months after expiration of Contractor's Software Warranty | 12 | Month | | |
| 00010 | <u>Option 9</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 61 through 72 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00011 | <u>Option 10</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 61 through 72 months after expiration of Contractor's Software Warranty | 12 | Month | | |

| CLIN | Description | Quantity | Unit | Unit Price | Amount |
|-------|--|----------|-------|------------|--------|
| 00012 | <u>Option 11</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 73 through 84 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00013 | <u>Option 12</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 73 through 84 months after expiration of Contractor's Software Warranty | 12 | Month | | |
| 00014 | <u>Option 13</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 85 through 96 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00015 | <u>Option 14</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 85 through 96 months after expiration of Contractor's Software Warranty | 12 | Month | | |
| 00016 | <u>Option 15</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 97 through 108 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00017 | <u>Option 16</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 97 through 108 months after expiration of Contractor's Software Warranty | 12 | Month | | |

| CLIN | Description | Quantity | Unit | Unit Price | Amount |
|-------|--|----------|-------|------------|--------|
| 00018 | <u>Option 17</u> Hardware Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 108 through 120 months after expiration of Contractor's Hardware Warranty | 12 | Month | | |
| 00019 | <u>Option 18</u> Software Maintenance in accordance with Section C and Contractor's Service/Support Plan Period of Performance - 108 through 120 months after expiration of Contractor's Software Warranty | 12 | Month | | |

SECTION C - DESCRIPTION/SPECIFICATION

C - Statement Of Work

C.1 Background

The House of Representatives seeks to purchase a new Multi-Line Optical Character Reader (MLOCR) mail sorter with state-of-the-art functions and capabilities. The House has unique inbound mail sorting and outgoing mail postage tabulation requirements. As a minimum, any solution the House purchases must address the areas of advanced character recognition, multi-class mail processing (First, Standard, inbound), postage charge-back, and letter sorting. It also must be upgradable in order to remain up-to-date for the foreseeable future. Hardware, software, and training support must be available for the life of the equipment. The current MLOCR is a Bell & Howell Jetstar 3000 purchased in 1991 with a 1998 ATR camera upgrade. This model has been superseded and critical parts availability is difficult. This equipment is used to sort inbound letter mail, prepare outgoing official letter mail for discounts in conjunction with FASTforward, and tabulate postage expenses for Members of Congress. Equipment purchased under this procurement must process all the incoming and outgoing mail within the time constraints imposed by the House of Representatives' schedule and the existing mail delivery schedule.

The House is seeking much improved character recognition capabilities over the current equipment. Even though the current mail sorter was fitted with an ATR camera enhancement, character recognition is difficult with inbound mail, due to the great variety of fonts used across the country. The House seeks equipment that correctly interprets current and future addressing "standards." The House is very interested in equipment with the capability to correctly handle/sort hand-written mail, so long as that function does not degrade the overall performance of the machine. About 20% of inbound letter mail is hand addressed. A proposal should include the cost of, as well as performance specifications for, the option to read and sort hand-written mail.

In CY 2000, the House received 10.7 million letters from the U.S. Postal Service. Only 25% of the letters were processed on its MLOCR and of that, only 45% was actually sorted to delivery routes. The House wishes to greatly increase these percentages through better equipment, and shorten the processing time required for constituent mail to reach a congressional office. Constituents and other mailers often use an incorrect room number or zip+4. Unlike some institutions, the House does not employ, nor would it be able to introduce, a routing or office code to be used by its correspondents as an aid to sortation.

Postage Chargeback - Outgoing mail is collected from 700 House offices on 17 different mail routes, 6 times per day. This creates a very diverse outgoing mail stream. Most mail is co-mingled with other congressional offices in a mail stream, while only a small proportion can be batched for a single mailer. A major area of concern is the tabulation of outgoing postage expenses for individual congressional offices. The current solution for chargeback employs a unique identity postnet barcode preprinted on all official (franked) letter envelopes.

Federal Law, *2 USC 59 e*, regulates the use of the Congressional Frank, and sets mailing allowances for House Members. In accordance with regulations, all outgoing franked mail from Members, Committees, Subcommittees, and other House offices is processed and tabulated by the House Mail Operation Facility. Each outgoing letter, flat, parcel and other mail piece postage expense is recorded and "charged back" to the congressional office. At the heart of an automated chargeback system for letter mail is a four-digit postnet barcode, unique to each House office authorized to mail under the frank, that is pre-printed on each envelope.

Standard "A" Mail, by its very nature and definition is batched into separate client streams. Each of these streams is assigned a job number equal to their identity barcode number. First Class Mail for all congressional offices is co-mingled into a single mail stream. Each succeeding letter in that stream can be from a different office. Batching this type of mail into individual job/client numbers, as with Standard "A" Mail, would be very difficult as well as extremely time-consuming. That co-mingled condition is what motivated the use of the identity barcode as a means to automatically capture and record the sender and postage expense from a mixed

mail stream. The House would retain this method of identifying the sender unless a proposed solution, sufficiently outlined, could minimize the impact of change. The problem of changing identifiers is that of replacing hundreds of thousands of envelopes over a two-year period while introducing a new identifier on new stock; old stock cannot be simply thrown away.

The outgoing mail process on current equipment uses a two-step system. The first step is used to achieve postage discounts at the Basic Automation rate, and usually involves several passes to discount as many letters as possible. The second step is used to record the postage expenses by congressional office of the discounted and non-discounted mail. This final step uses 10 to 20% of the total time devoted to processing outgoing letter mail; time that could be spent discounting additional mail. The House wants a solution where valuable machine time is spent more on discounting mail and less on recording postage expenses with a goal of 90% discounted on the first pass. The House would prefer an option to perform the tabulation process on the first step while the envelope is sorted/discounted. Envelopes that fail to discount (rejected) would not be tabulated then. After sufficient passes to discount, the rejects would be tabulated at the single-piece rate.

C.2 Definitions

Accountability runs - The process of recording the postage expense of a letter and charging that to an individual congressional frank user.

ATR camera upgrade - Advanced Technology Reader is a combination of improved camera optics with improved software algorithms to better recognize characters in an address field.

Batched - To gather a group of letter mail originating from the same office; usually 200+ pieces.

Bins - The machine receptacle where mail is sorted to as a result of one of several sort schemes. To optimize processing time, mail sorters generally use more than 100 bins to decrease the number of passes to sort mail to USPS regulations for discounts.

CASS/MASS certification - A test conducted by the U.S. Postal Service on any mail sorter used to achieve postage discounts. This tests the ability of the machine to correctly read and then spray a delivery point barcode on each envelope.

(Optical) Character recognition - The process where the machine takes a picture of the envelope and software decodes the markings to create the letters to create the address.

Co-mingled - Mail originating from different offices is grouped together, usually as a result of the method by which it is collected.

COTS – Commercial-Off-The-Shelf Software. Software that is commercially available to the public.

Delivery routes - Each floor of the three main House Office Buildings is a distinct delivery route containing 30 to 60 mail stops.

FASTforward - A process where the address read by the MLOCN is compared to a USPS database of changes of address. When an address change is found, the new address is sprayed onto the envelope. This process is mandatory in order to achieve postage discounts.

Franked - Official mail of Members of Congress is sent without prepayment of postage and bears instead either a written or printed facsimile signature or a specified marking.

Identity postnet barcode - This is the series of short and long vertical bars pre-printed in the lower left-hand corner of franked mail. The bars translate to codes unique to each authorized user of the frank and are the basis for charging postage to the correct office.

Inbound letter mail - In this context, it is only mail delivered by the U.S. Postal Service.

Mail stops - Congressional office delivery points.

MLOCR - Multi-line Optical Character Reader. This machine is capable of reading the several lines in an address block as well as any postnet delivery barcodes on the envelope. Machine is also able to spray a delivery point barcode onto the envelope based on the address. Machine is able to sort mail to either internal sort schemes or USPS sort schemes necessary to achieve postage discounts.

Outgoing official letter mail - Refers solely to franked mail. Mail bearing postage stamps is never machine processed in the House mailroom.

Pass or passed - When a group or batch of mail is scanned through the MLOCR for a single, particular purpose. Outgoing mail can go through many passes to just sort it or tabulate the postage expenses.

Postage chargeback - The postage expense for an individual envelope is recorded with the sender of the envelope. The sender is identified by the postnet barcode preprinted on each envelope.

Read (mail) - See (Optical) Character recognition

Tabulation - See Postage chargeback.

Tray labels and USPS reports - Mail that is discounted is sorted and placed in trays. The trays are placed in cardboard sleeves and a label is placed on the tray that denotes the destination city of that tray. The reports are manifest of the several trays describing the number of discounted mail pieces in the several trays.

C.3 References

- A. American National Standards Institute (ANSI)
- B. Underwriters Laboratory (UL)

C.4 Scope Of Work

C.4.1 Equipment Specifications

The Contractor's proposal shall include a base configuration system plus options for differing configurations and hardware/software support agreements. Base configuration will include pricing for equipment, software, implementation/installation and training as a complete system. Optional configurations shall be priced separately if not included in the base configuration. If optional configurations are included in the base configuration, indicate so in Section B.

C.4.1.1 Processing Requirements

C.4.1.1.1 Base Configuration: At a minimum the House Postal Operations requires mail sorting equipment that can process mail as follows, over a 10 year life cycle:

1. Inbound mail.
 - a. Available daily processing time is 7 hours maximum.
 - b. Sort inbound letter mail to 17 mail routes, or to approximately 700 mail stops using a multi-pass process utilizing the 64 bin configuration (average of 40,000 total pieces per day with peaks of 50k to 100k typical when the House is in session).
 - c. Successfully read and sort a variety of letter sizes (including postcards at minimum thickness) and addressing styles.
 - d. Read and sort mail based on a variety of address elements by name, room number, zip +4. The first priority is to read the name field (Congressman's name, Committee name), followed by room number and then zip+4.
 - e. Spray Time & Date stamp, or other message, on front of envelope, in addition to the required indicia for First Class and Standard Mail.
2. Outgoing mail.
 - a. Available daily processing time is 5 hours.
 - b. House mail will not be imprinted with a postage meter strip because it is Franked Mail.
 - c. Process outgoing first class letter mail (average of 14,000 total pieces per day with peaks of 20k to 35k typical when the House is in session).
 - d. Presort first class mail to achieve maximum postage discount rates and produce required tray labels and USPS reports.
 - e. Process outgoing Standard A mail (average 4,000+ total pieces per day with peaks of up to 18k typical) and produce required tray labels and USPS reports.
 - f. Read identity barcodes, preprinted in lower left corner of face, and report postage charge back information for approximately 700 accounts. It is preferred that this be accomplished during the sorting process rather than having to make a separate accountability pass through the machine (see Section C.1). The identity barcode is the same format as the USPS postnet barcode, but is only 5 numbers in length - 4 significant digits and 1 checksum digit.

C.4.1.1.2 Optional Capabilities

The House of Representatives requests technical proposals and pricing for the additional optional capabilities to be included in the Offerors's proposal if available.

1. Ability to process hand-written mail. Emphasis is on inbound mail, however the ability to sort outgoing hand-written mail at the Basic Automation rate would receive strong consideration. Please specify performance, pricing and impact on overall system performance.
2. Diagnostic tools to assess non-readable mail. Graphic of envelope and character recognition results. Output would also be printable as an educational aid to customers.
3. Configurations to 128 and 256 sorting bins (or close thereabouts) and the number of bins in each incremental module.
4. Remote system diagnostics and troubleshooting via modem.
5. Machine capability to participate in "**Confirm using PLANET Codes.**"
6. The Offeror's proposal may contain other suggested options.

C.4.1.2 System Requirements

C.4.1.2.1 Base Configuration: At a minimum, the House Postal Operations requires mail-sorting equipment that meets the following hardware and software specifications:

1. All equipment and materials shall be new, and shall conform with applicable UL or ANSI provisions.
2. Equipment shall meet all USPS requirements for CASS/MASS certification and complies with USPS FASTforward requirements for the expected 10-year life cycle.
3. MLOCR equipment shall be ready to accept the FASTforward black box as a turnkey solution. Two modem lines are available to support the MLOCR sorter equipment. One connected to USPS Fastforward for diagnostics. One to connect to the manufacturer for diagnostics and remote maintenance. No Internet network connections are available to connect to MLOCR equipment.
4. Equipment produces all required USPS labels and reports for outgoing first class and Standard Mail processing.
5. Equipment compiles and reports daily accountability (postage chargeback) information for each account. Output file will be a non-delimited, flat ASCII, fixed record length.
6. Equipment provides a variety of file type formats for passing chargeback data to other automated systems, including the current format for USPS labels and reports for outgoing first class and Standard Mail processing.
7. Provides a variety of report formats that are easily modified by the user. Configuration will include a dedicated printer.
8. Uses hardware and software that can be upgraded to keep pace with changing requirements and state-of-the-art developments. Products and options should be as standard as possible (COTS) to avoid special upgrade program development.
9. Equipment noise levels must meet acceptable industry standards. The machine will be operated in a mail room environment.
10. System shall use non-proprietary consumable supplies that are readily available from multiple suppliers.
11. The base configuration shall have approximately 64 sorting bins.
12. The equipment provides for easy backup and recovery of critical system files as well as user generated sort schemes or other configuration files.
13. The Machine must be configured to fit in existing space of approximately 15' by 95'. This is the total space available for the machine, processing and staging space, and administrative work. See Appendix A – "Ford Mail Room Floor Plan" for the room layout.
14. System should easily accept periodic software updates for meeting USPS requirements despite any customizations to meet House requirements.

C.4.1.2.2 Optional Equipment Configurations

The House of Representatives requests technical proposals and pricing for the additional optional configurations to be included in the Offerors's proposal if available.

1. 128 bin (approximate) configuration
2. 256 bin (approximate) configuration

C.4.2. Transition/Installation Requirements

This contract contains transition/installation requirements that must be accomplished in accordance with a House approved transition plan. The purpose of the plan is to assure continued House postal operations without interruption. The contractor shall not assume that Pitney Bowes Management Services (PBMS) postal operations employees will be available to guide, direct, or contractor employees installing equipment. The contractor shall cooperate with PBMS employees during the transition/installation period and shall conform to the transition plan developed by the contractor and approved by the House. Certain House staff will be available during this period to provide administrative and technical orientation to contractor personnel, familiarize contractor with required services, and provide other guidance and assistance as mutually determined by the House and the contractor.

C.4.2.1 Transition/Installation Period

The target installation period for installation of the MLOCR equipment is from the Thanksgiving Holiday to the Christmas Holiday.

C.4.2.2 Certification Timetable

The contractor shall include a certification timetable (Not to exceed ten (10) business days after installation) in its Transition/Installation Plan including the following items:

1. MASS certification
2. FASTforward certification
3. USPS report generation
4. Correct sortation of Inbound mail test deck. Test deck would be composed of several envelopes of all Member, Leadership and Committee offices using the following criteria: Read and sort mail based on a variety of address elements name, room number, zip +4. The first priority is to read the name field (congressman's name, committee name), followed by room number and then zip+4. Measurements have shown that zip+4 fields are usually wrong while the name field, for obvious reasons, leads to successful routing.
5. Correct recordation, export and import of chargeback data from a test deck. Test deck would be composed of several envelopes from all House offices authorized to send mail via the frank.

C.4.2.3 Operator Training

As part of the Transition/Installation Plan the Contractor shall describe initial operator training it will provide and describe its operator training support for the life of the MLOCR. It shall also list the complete set of user reference material the Contractor will provide. On-site training is strongly preferred.

C.4.3 Equipment Maintenance and Service

Upon expiration of the warranty period, the House requires maintenance support for the MLOCR sorter equipment to be priced as an option. If the House exercises the maintenance option under the awarded contract, the Contractor will be required to maintain and service the MLOCR, including the ability to pass MASS and FASTforward certification tests over the expected 10-year life of the MLOCR. If however, the U.S. Postal Service raises the requirements for those certification tests such that new equipment is needed to pass, then the House would bear the expense of the new equipment and software.

NOTE: Contractor may provide a higher level of response and problem resolution as part of a supplemental support plan (e.g. 7X24 support, catastrophic system failure support, etc.).

C.4.3.1 Equipment Maintenance and Service Responsibilities

1. Contractor shall maintain equipment in good operating condition and furnish on site service during normal business hours of 8:30 am to 6:00 pm, Monday through Friday, excluding holidays observed by the House. Services required after normal business hours will be considered after-hours service. The Contractor shall bill the House for labor on hourly basis for service calls outside normal business hours.
2. Maintenance includes labor, replacement parts and preventive maintenance. If parts are replaced on a like-for-like exchange basis the installed parts become the property of the House, and removed parts become the property of the Contractor. The House Office Systems Management must be informed in writing or facsimile of any new serial number(s) of replaced equipment within 30 days of installation. Correspondence shall be forwarded to: Office Systems Management, Longworth House Office Building, Room B-215, U.S. House of Representatives, Washington, D.C. 20515 or Facsimile at 202-226-1277.

3. Maintenance shall not include:
 - a. Consumable supplies, unless specified.
 - b. Relocation of equipment.
 - c. Repairs made necessary by accident, e.g. fire, flooding, acts of God.
 - d. Damage caused by user neglect. Under these conditions, repair cost is the user's responsibility.
4. Prompt repair service will be provided by the Vendor upon telephone request from the Contracting Officer's Representative or his designee(s).
5. Response and Resolution Time
 - a. The contractor shall provide within the first hour, after receiving a problem call from the Contracting Officer's Representative, or his designee(s), a telephone call back to the originator. The Contractor shall determine within four (4) business hours (from the initial time of the originator's call) if an on-site response is required to resolve the service problem, in which case a technician must arrive on-site within two (2) business hours from such determination. The maximum on-site response to a problem call from the Contracting Officer's Representative or his designee(s) is six (6) business hours.
 - b. The Contractor shall deliver the parts or perform the services to restore the equipment to full operational status within 18 business hours. If equipment cannot be repaired within 18 business hours, the contractor shall provide a loaner or a workaround to provide functionality to the House. After notifying the Contracting Officer's Representative, the Contractor may request and the Contracting Officer's Representative may agree, in writing, to an extension, thus waiving any credits in the form of liquidated damages. The House will consider any reasonable request by the vendor.
 - c. If the Contractor fails to deliver the parts or perform the services to restore the equipment to full operational status within eighteen (18) business hours by repair, providing replacement/loaner equipment, or by providing a Contracting Officer's Representative-accepted workaround, the Contractor shall, in place of actual damages, pay to the House as fixed, agreed, and liquidated damages, for each business day of delay the sum of the rate charge of the item divided by ten (10) and multiplied by the number of days the equipment was not operational. This liquidated damage charge may be a credit issued by the vendor on the invoice submitted to the House for payment. The Contractor may request and the Contracting Officer's Representative may agree to an extension.

C.4.4 Software Maintenance and Support

Upon expiration of the warranty period, the House requires maintenance and support for the MLOCR sorter software to be priced as an option. If the House exercises the maintenance option under the awarded contract, the Contractor will be required to maintain and service the MLOCR software, including the ability to pass MASS and FASTforward certification tests over the expected 10-year life of the MLOCR. If however, the U.S. Postal Service raises the requirements for those certification tests such that new equipment is needed to pass, then the House would bear the expense of the new equipment and software. The Contractor shall ensure that software and any associated third party product covered by the contract function according to product specifications, in compliance with the requirements of the contract and the House Security provisions (HISPOLs). A copy of the HISPOLs can be downloaded from the Office of Procurement web site at: <http://www.house.gov/cao-opp/currentsol.htm>. The Contractor's software maintenance and support plan must define in detail their support

offering, which may include, but are not limited to: integration of covered software components, training in software use and administration, applying upgrades to software (includes bug fixes, maintenance updates, etc.) as requested, help desk support, maintaining software in proper operating condition, and prompt service to software related problems.

NOTE: Contractor may provide a higher level of response and problem resolution as part of a supplemental support plan (e.g. 7X24 support, catastrophic system failure support, etc.).

C.4.4.1 Software Maintenance and Support Responsibilities

1. The Contractor shall provide service upon a telephone request from the Contracting Officer's Representative or his designee(s). The contractor shall provide support from receipt of the problem or request, through the resolution and closing of the problem or request.
2. The Contractor shall ensure that covered software (including upgrades or enhancements) conform with House infrastructure software and policies.
3. The Contractor shall furnish on site service during normal business hours of 8:30 am to 6:00 p.m. (local time), Monday through Friday, excluding holidays observed by the House. Services that fall outside normal business hours will be considered after-hours service. Services required after normal business hours will be considered after-hours service. The Contractor shall bill the House for labor on an hourly basis for service calls outside normal business hours.
4. Software Support shall not include:
 - (a) Consumable supplies, installation costs, running reports, customizing software, and the relocation of equipment, software, or cabling, or other services outside the scope of the contractor provided support plan.
 - (b) Restoration of lost data, if the House Office was at fault, or if the House Office fails to provide the latest readable data backup.
 - (c) Repairs made necessary by accident, e.g. fire, flooding, acts of God.
 - (d) Damage caused by: user neglect/abuse or actions of vendor(s) other than the contractor. Under these conditions, repair cost is the user's responsibility and is pursuant to the time and materials rate.
5. Response and Resolution Time
 - a) The contractor shall provide within the first hour, after receiving a problem call from the Contracting Officer's Representative, or his designee(s), a telephone call back to the originator. The Contractor shall determine within four (4) business hours (from the initial time of the originator's call) if an on-site diagnosis is required to resolve the service problem, in which case a technician must arrive on-site within four (2) business hours from such determination. The maximum on-site response to a problem call from the Contracting Officer's Representative or his designee(s) is six (6) business hours.
 - b) The Contractor shall deliver the parts or perform the services to restore the software to full operational status within 18 business hours. If software cannot be repaired within 18 business hours, the contractor shall provide a workaround to provide functionality to the House software. After notifying the Contracting Officer's Representative, the Contractor may request and the Contracting Officer's Representative may agree, in writing, to an extension, thus waiving any credits in the form of liquidated damages. The House will consider any reasonable request by the vendor.
 - c) If the Contractor, within 18 business hours, fails to: (1) perform the services to restore the

software to full operational status, (2) provide a workaround of equal capability or functionality to the House Office until the software is repaired, or, (3) receive an extension, in writing, from the Contracting Officer's Representative, the Contractor shall, in place of actual damages, pay to the House as fixed, agreed, and liquidated damages, for each business day of delay the sum of the rate charge of the item(s) divided by 10 and multiplied by the number of calendar days the equipment or software was not operational or functional. The liquidated damage charge(s) shall be a credit issued by the vendor on the invoice submitted to the House for payment.

C.4.5 Warranty

1. Labor and materials provided under this contract shall be warranted for ninety (90) days following the date of final acceptance to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics. Certain individual pieces of equipment may be covered for a longer period as provided in a specific manufacturer's warranty.
2. Rectify defects occurring in labor or materials within the Warranty period by replacement or repair without charge.
3. Within the warranty period, Contractor's maintenance and service personnel shall be required to commence work under this agreement, upon notification of service problem for equipment owned by the House, within a maximum of four (4) normal business hours, except for delays arising from causes beyond the control and without the fault or negligence of the Contractor, and restore the equipment to full operational status within two business days.
4. All warranty rights applicable to House-owned equipment shall apply and pass through to any House designated representative acting on its behalf to service and maintain equipment. Maintenance will begin immediately upon expiration of any applicable warranty period, and maintenance payments will not be made on equipment until the warranty period has elapsed.
5. Warranty period shall begin on the official installation date as identified on the installation notice provided to the House, Office Systems Management. Warranties must be on site unless otherwise specified.

SECTION D - MARKING AND PACKAGING

D.1 Marking

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number for which the information is being submitted. Costs are the responsibility of the Contractor.

D.2 Packaging and Delivery

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. All shipments made to the House under the contract shall be FOB: Destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- a. Definitions. "Services," as used in this clause, includes services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain an inspection system acceptable to the House covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Contracting Officer, or his designated representative, during contract performance and for one year after contract termination.
- c. The House, or its designated representative, has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The House shall perform inspections and tests in a manner that will not unduly delay or impede the work.
- d. If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Contracting Officer may:
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the House that is directly related to the performance of such service plus a 15% administration fee to cover House costs; or deduct such cost from any amounts paid or due under this contract;
 - (2) Reduce the contract price to reflect the reduced value of the services performed; or
 - (3) Terminate the contract for default.

E.2 Inspection and Acceptance

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the Contracting Officer or his designated representative, in accordance with provisions specified in this contract. The Contracting Officer reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the Contracting Officer. Deficiencies thus reported shall be corrected by the Contractor in the time period as specified by such inspections or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative inspection results will be furnished within thirty (30) days after completion.
- c. The House shall have the right to send its representative into areas assigned for the Contractor's employee's use, at anytime, for inspection or other purposes approved by the Contracting Officer.
- d. All subcontracts let by the Contractor shall be subject to approval by the Contracting Officer and subject to the provisions specified above, as noted at the time of approval.
- e. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol. The Contractor shall respond to all inspection reports within the time frame specified in each inspection, annotating what actions have been taken.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Deliverable Items

The Contractor shall deliver the equipment and complete all installation/implmentation requirements by December 21, 2001, including the delivery of all reports.

F.2 Contract Term

- a. The term of this contract shall commence on the date of award and be completed pursuant to Section F.1 or the selected schedule(s) as specified in Section B of the contract. As soon as possible, the Contractor shall organize and begin preparation to begin performance.
- b. This contract contains maintenance and service support options that can be exercised at the sole discretion of the House, by the Contracting Officer giving written notice of the House's exercise of such option to the Contractor prior to expiration of the current contract or option. If the House exercises a maintenance option, it shall be deemed to include this option provision; provided, however, that the total duration of the maintenance agreement, including the exercise of any options under the agreement, shall not exceed a base period of up to twenty-four (24) months followed by eight (8) one year renewal options and be pursuant to the terms and conditions of this contract.

F.3 Performance

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall promptly notify the Contracting Officer's Representative. If the Contracting Officer's Representative determines that the difficulty, anticipated difficulty or potential difficulty in meeting performance requirements is significant in nature, he/she shall immediately notify the Contracting Officer and require the Contractor to follow-up in writing, giving pertinent details; provided, however, that this data shall be informational only in character. This provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 Place of Performance

All contract performance shall be at the House facilities, specified herein, unless written authorization is obtained in advance from the Contracting Officer as specified within.

F.5 Termination

Relative to termination of this contract, it is mutually agreed:

- a. This contract may be immediately terminated in whole or in part by either party upon written notice in event of breach of contract by the other party. This contract may be terminated at the convenience of the House in whole or in part upon 30 day written notice.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with this contract and in effect on the date of this Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of House.

c. Upon termination (including expiration) Contractor will:

- (1) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damage due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (2) Surrender all employee identification, decals, etc., for all Contractor representatives and employees on the effective date to Contracting Officer's Representative.
- (3) Complete satisfactory settlement of all customer complaints and claims.
- (4) Comply with any House requirements designed to ensure a smooth transition to any successor Contractor of a customer office.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the Contracting Officer may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the Contracting Officer to take possession of Contractor's property and dispose of same by public or private sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

F.6 Suspension and Debarment

a. Suspension of a Contractor temporarily disqualifies that Contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The Contracting Officer initiates suspensions.

- (1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:
 - (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
 - (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
 - (c) Of the cause(s) relied upon for imposing suspension;
 - (d) Of the extent and effect of the suspension; and
 - (e) That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the Chief Administrative Officer to exclude a Contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the Contracting Officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the Chief Administrative Officer.

(2) A notice of proposed debarment shall be issued by the Contracting Officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the Contractor or its representative may submit to the Chief Administrative Officer, in writing through the Contracting Officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the Chief Administrative Officer makes a determination to impose debarment, the Contracting Officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(1) Referring to the notice of proposed debarment;

(2) Specifying the reasons for debarment;

(3) Stating the period of debarment, including effective dates; and

(4) Advising that the debarment is effective throughout the House, unless the Chief Administrative Officer determines that limited business dealings between the House and the Contractor are justified.

d. The decision of the Chief Administrative Officer on the merits of a debarment shall be final. A decision may be appealed by the Contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the Chief Administrative Officer failed to follow the procedures established herein.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Delegation of Authority

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer.

G.2 Invoices

A summary invoice shall be submitted to the Contracting Officer's Representative in Section G.7.b, and will include the following information at a minimum:

- a. Contract number and Purchase Order number (if issued);
- b. Company Name, address, point of contract, phone number;
- c. Itemized list of CLIN(s) covered to include the following, if available:
 - 1) Description;
 - 2) Serial number (if applicable); and,
 - 4) House inventory control number (if applicable).
- d. For time and material service calls, the invoice must also include:
 - 1) Date of service call;
 - 2) Itemized list of time and material provided; and,
 - 3) Signed service tickets by authorized House personnel must be attached.

G.3 Invoice Follow-ups

All follow-up invoices shall be marked "Duplicate of Original" on all parts. Contractor questions regarding payment information or check identification should be directed to the Contracting Officer's Representative for follow-up with appropriate financial personnel.

G.4 Electronic Funds Transfer

The Debt Collection Improvement Act of 1996 requires that Federal agencies pay recipients by Electronic Funds Transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Go to the House of Representatives' Office of Finance website at: www.house.gov/finance/.

G.5 Release of Claims

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

G.6 Contract Status and Review Meeting

The House Contracting Officer's Representative and authorized Contractor representative(s) shall meet at least monthly. Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the Contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating Contract.

G.7 Authorized House Representatives

a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-3850

The Contracting Officer has the overall responsibility for the award and administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the Contracting Officer are as follows:

- Reviewing the Contracting Officer's Representative's reports and indicating acceptance or rejection. If rejected, the Contracting Officer will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The Contracting Officer will forward these reports back to the Contracting Officer's Representative.
- The Contracting Officer is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative:

Paul Lozito, Director Postal Operations, House Support Services
Longworth House Office Building, Room B-227, US House of Representatives
Washington, DC 20515
Telephone: 202-226-1257

The Contracting Officer's Representative, appointed by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the contract work. The responsibilities of the Contracting Officer's Representative include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the Contracting Officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the Contracting Officer and Contract Administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving Contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. **The Contracting Officer's Representative does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the Contractor to perform services outside of the scope of the contract.**

Additional responsibilities of the Contracting Officer's Representative are as follows:

- Reviews and approves the Status from, and Performance Reports on, the Contractor.
- Processing of Contractor invoices.
- Submission of a monthly Summary Report to the CA- The Contracting Officer's Representative will prepare a Monthly Summary Report to be provided to the Contracting Officer during the first week of each month. The Monthly Summary Report, based on the Contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.
- Establishing and adhering to, at a minimum, a monthly status/progress meeting with the Contractor and designated House staff. Maintaining minutes of those meetings.
- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

George Bath, Procurement Specialist, Office of Procurement
Room 356, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-2214

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the Contracting Officer's Representative or Contractor on behalf of the Contracting Officer.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the Contracting Officer.
- Reviewing invoices and written reports.

d.Contract Inspectors

Contract Inspectors are responsible for the day-to-day inspection and monitoring of the Contractor's work. They will confer with representatives of the Contractor regarding any problems encountered in the performance of the work; and, generally assist the Contracting Officer's Representative in carrying out his responsibilities. The Project Team shall consist of Contract Inspectors.

G.8 Modifications and Additions/Adjustments

Administrative changes, e.g. address corrections, are approved by the Contracting Officer and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal amendments signed by both parties.

G.9 Authorized Contractor Representative

The Contractor shall identify the Authorized Contractor Representative (ACR), if different from that of the program manager (key personnel) listed in Section G.11. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide monthly status reports to the Contracting Officer's Representative on the 15th pursuant to Section G.7 of this contract. All status reports, schedules, and invoices must be approved by the Contracting Officer's Representative in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the Contracting Officer's Representative and Contracting Officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the Contractor proposes to mitigate the delay. This notification does not relieve the Contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.10 Key Personnel

The Contractor shall assign key personnel by name and title. The Contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this Contract. **At a minimum, the Contractor shall designate a Program Manager as key personnel.**

| Individual's Name | Title | Telephone Number/ E-mail Address |
|-------------------|-------|-------------------------------------|
| | | |
| | | |
| | | |
| | | |

The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the Contracting Officer. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the Contracting Officer. The Contractor must notify the Contracting Officer of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the Contracting Officer. The Contracting Officer may require substitution of key personnel from Contractor, and may require

additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the Contracting Officer. The Contracting Officer will notify the Contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

G.11 Performance Monitoring

G.11.1 Status Reporting – Implementation Phase

After award of the contract, through acceptable certification of the MLOCR equipment, the contractor shall provide weekly written status reports to the Contract Officer Representative. The status reports shall include:

- Reporting Period
- Contractor Manager Name
- Work Accomplished During the Period
- Anticipated Activity for Next Reporting Period
- Outstanding Issues

The contractor shall also provide a weekly status briefing in person or via telephone to the Contracting Officer's Representative and other designated House personnel. This briefing will include discussions of progress during the week, outstanding issues and anticipated next steps for the upcoming week.

G.11.2 Status Reporting – Post Implementation Phase

The Contractor shall provide performance quarterly summary reports acceptable in content and format to the Contracting Officer's Representative. The reports shall be submitted by the 15th of April, July, October, and January and pertain to services provided during the calendar year quarter. Upon request, the Contractor shall deliver supporting details of the summary information to the Contracting Officer's Representative within ten (10) calendar days. Information submitted by the Contractor shall be used with other information obtained by the House. Performance Measurements, defined throughout this contract, shall be the basis upon which contractor performance is rated and if Liquidated Damages or other contractual remedies are required. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. upgrades, relocations, maintenance performed, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Work status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues
6. Support Incidents (An incident is defined as a single problem from initial report to final resolution. An incident may consist of one or more calls.):
 - Average response time
 - Average time to resolve
 - Average time to call back
 - Average time for on-site response
 - Total number of incidents opened during the reporting period
 - Total number of incidents closed during the reporting period
 - Total number of incidents still unresolved

- Details of incidents that did not meet response and resolution time metrics

Contractor will be required to provide a representative(s) to quarterly meetings held by the Contracting Officer's Representative to discuss performance measurements and other topics of importance to the contractor. Meetings will be scheduled as much in advance as practicable.

Contractor will be required to maintain a 3-ring binder at the equipment's location which will collect all evidence of contractor maintenance activity. Every visit must be logged with a description of work performed.

The House Contracting Officer's Representative and authorized Contractor representative(s) shall meet at least quarterly (or on a more frequent basis, at the discretion of the Contracting Officer's Representative, if issues arise). Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the Contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

G.12 Post Award Conference

A Post Award Conference will be held with the Contractor to review Contract Administration issues that are contained in Section G.

SECTION H - SPECIAL PROVISIONS

H.1 Contract Type

This is a firm fixed price contract.

H.2 Insurance

1. The Contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' Compensation and Employee's Liability Insurance: minimum \$100,000 per incident.
- b. Comprehensive General Liability: minimum of \$1 million bodily injury per occurrence.
- c. Other insurance as directed by the Contracting Officer.

2. Prior to commencement of work hereunder, evidence of required insurance shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

H.3 Government Liability

Consistent with the Federal Torts Claims Act, the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.4 Identification Badges

If determined by the Contracting Officer's Representative, Contractor employees may be required to have issued House identification badges. The Contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty. House procedures will be followed with regard to Contract employees.

H.5 Prospective Employee Background Check

The U.S. Capitol Police will screen all Contractor employees prior to work on this contract. Unless otherwise specified, the Contractor shall submit to the Contracting Officer's Representative at least five work days before the starting date of contract, one completed request for a fingerprint check on a form approved by the Contracting Officer's Representative and a copy of the job candidate's application for employment on a form approved by the Contracting Officer's Representative for the Contractor for each employee who has access to the building in performance of contract work. These forms will be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Contracting Officer's Representative. If the Sergeant at Arms or the Capitol Police, having processed the forms, determine at any time that the employee is unsuitable, they will notify the Contracting Officer's Representative. The Contractor shall be directed by the Contracting Officer's Representative to immediately remove that employee from any further work under this contract, turn in the identification card, and escort him/her from the building. All Contractor employees are required to be cleared by the U.S. Capitol Police every three years.

H.6 Benefits to Members of Congress

No Members, Delegates, Resident Commissioners, Officers of the House, or House Procurement Officials shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.7 News Releases

No news releases, press conferences or advertisements pertaining to this solicitation, or to awards made as a result of this solicitation, will be made without prior written approval of the Contracting Officer. Failure to receive prior written approval of the Contracting Officer during the solicitation period shall result in disqualification of an offeror's proposal or termination if awarded a contract.

SECTION I - CONTRACT CLAUSES

I.1 Authorized Changes Only by the Contracting Officer

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of government personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The Contractor shall not comply with any order, direction or request of government personnel, unless issued in writing and signed by the Contracting Officer, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the Contracting Officer. In the event the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 Observance of Laws

- a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The Contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

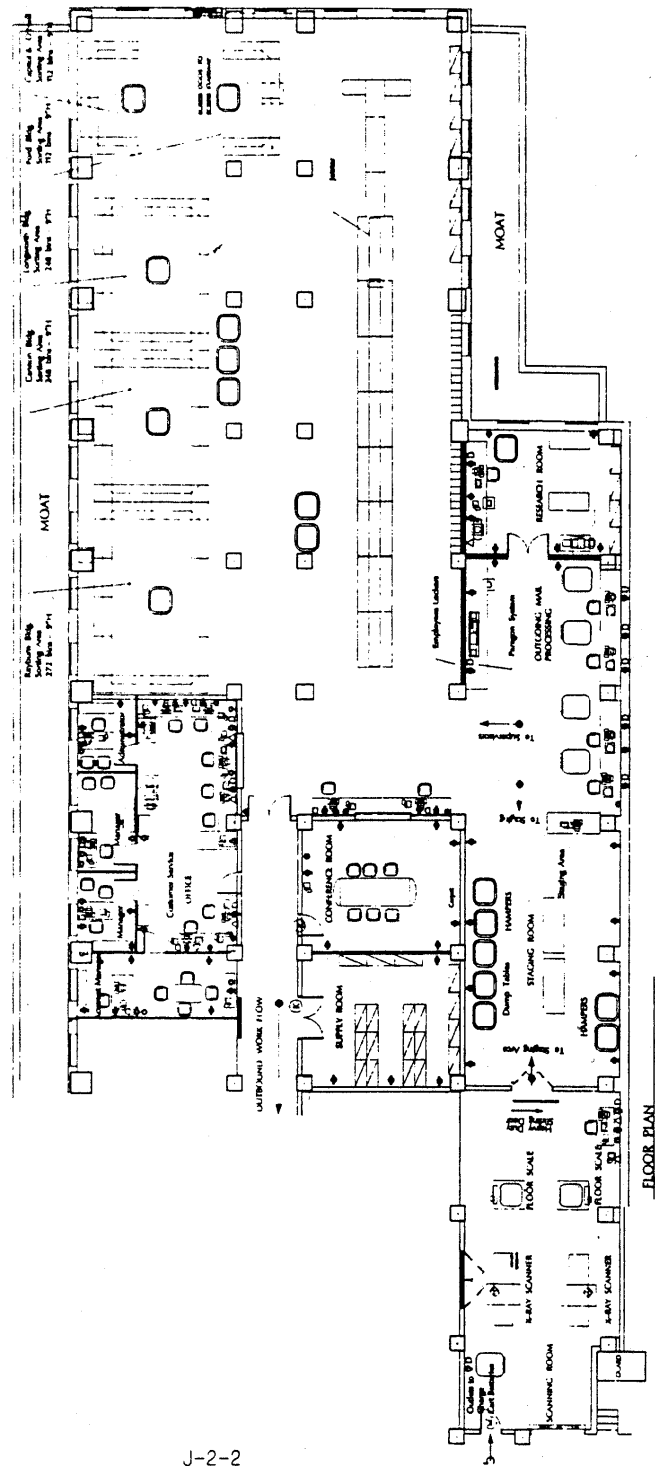
I.3 Disputes

The Contractor shall have 30 days to provide written notice of a dispute to the Contracting Officer. Any dispute shall be decided by the Contracting Officer, who, in accordance with pertinent House rules and regulations, shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within thirty (30) days from the receipt of such copy, the Contractor may appeal in writing by mail to the Chief Administrative Officer. The Chief Administrative Officer's decision shall be final. The Contractor may appeal the Chief Administrative Officer's decision to the Committee on House Administration only for violations by the Chief Administrative Officer for failure in following procedural guidelines. If no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

SECTION J - LIST OF DOCUMENTS AND OTHER ATTACHMENTS

Appendix A – Ford Mail Room Floor Plan

Appendix A – Ford Mail Room Floor Plan



J-2-2



MAIL ROOM FLOOR PLAN

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 General Requirements

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the Contracting Officer, furnish promptly any information, which the Contracting Officer may consider necessary to establish their competency for the work.

The Offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.1.1 Company Background

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- b. Quality Control Policy.
- c. Substance Abuse Policy and/or Drug Free Work Place Policy and Procedures, if applicable.
- d. Equal Opportunity Policy and compliance with government standards.

K.1.2 Corporate Information

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Current staffing document.
- e. Key Point of Contact (POC) list and telephone number.

K.1.3 Financial Information

- a. Company is required to provide a copy of the most recent financial statement or Annual Report. Publicly held companies must also provide copies of the most recent Securities and Exchange Commission 10-K report and Proxy Statements filed.
- b. Company is required to provide the corresponding Dun and Bradstreet Number.

K.1.4 Insurance Information

- a. Carriers
- b. Limits and Excess Coverage or Employer Liability and General Liability
- c. Worker's Compensation Insurance Experience Modification.

K.1.5 Quality Information

- a. Quality Policy and Processes
- b. Quality Reporting to Client
- c. Customer Satisfaction Guarantees and Assurances

K.2 Independent Pricing

The Offeror certifies that the prices contained in its proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor. The Offeror further certifies that the prices in its proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly to any other Offeror or competitor before contract award; and no attempt has been made or will be made by the Offeror to induce any other business concern to submit or not to submit an offer for the purpose of restricting competition.

K.3 Eligibility for Award

The Offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended, or otherwise rendered ineligible for award of a federal government contract, nor has the Offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and is not presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in this provision.

K.4 Authorized Company Officials

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP.

| Individual's Name | Title | Telephone Number |
|-------------------|-------|------------------|
| | | |
| | | |
| | | |
| | | |

K.6 PERIOD FOR ACCEPTANCE OF PROPOSAL

In the event the Offeror receives award of this contract, the award shall be based on the prices set forth in the Offeror's proposal provided that the House makes the award of the contract within 120 days after receipt of the offer.

K.7 SIGNATURE

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN**

**PRINTED NAME OF PERSON
AUTHORIZED TO SIGN**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Instructions for Submitting Proposals

a. Submissions. Offerors shall submit six (6) copies, one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements. The Original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and RFP Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

b. Delivery of Proposals. Proposals hand carried will be delivered to the office of the Contracting Officer (sealed offers only). Hand carried offers must be delivered and contact must be made with the above office **by the date and time shown on Section A. All proposals, however delivered, must be complete and timely.** Vendors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

c. Late submissions and revisions of proposals.

(1) Any proposal or revision to a proposal received by the Contracting Officer after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by Registered or Certified Mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by Mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays, or

(2) A revision resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the Contracting Officer is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the Contracting Officer.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the Post Office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

d. Acknowledgment of Amendments to Solicitations. Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

e. Restriction on Disclosure and Use of Data. Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

“This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)],” and

(2) Mark each sheet of data to be restricted with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.”

L.2 Information Distribution and Contacts

It is the intention of the House to provide equal treatment of all vendors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating vendors. Such information will include the distribution of all questions and answers to all participants. All questions from vendors shall be submitted in writing by email to: george.bath@mail.house.gov on or before 8/10/01 at 2 PM local time.

The primary contact for all communications and questions is:

Mr. George Bath
U.S. House of Representatives
Office of Procurement
359 Ford Building
Washington, D.C. 20515

L.3 Contents of Proposal

Each proposal shall be divided into two separate packages (binders) and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Both parts, properly identified, may be in the same binder or loose-leaf cover. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. **Proposals that do**

not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The submission requirements as used herein includes all written and drawn project documentation, referenced documents, and materials.

1. Proposals must be based on the complete Statement of Work.
2. Proposals must be submitted in the format required by L.3.1, and include all options and value-added enhancements.
3. The Offeror is responsible to determine the materials and quantities required to provide the functions and performance described in the Statement of Work.
4. Offeror is responsible to supply all accessories and minor items not mentioned in the Specification but required for a complete and properly functioning system meeting the functional and performance requirements of the Specification, without claim for additional payment.
5. Offeror is responsible for determining needed permits, fees, code requirements, dimensions and job site conditions prior to bidding.
6. Offeror shall perform all the specified work without utilizing subcontractors, unless the subcontractor(s) were specified as part of the Offer, and the Offeror's attached Corporate Capabilities forms for the subcontractor(s).
7. Offerors wishing to utilize subcontractors must indicate the scope of work of each subcontractor.
8. The Proposal must be for a complete and working system in excellent condition.
9. The Contracting Officer reserves the right to selectively waive all formalities, to be the sole judge of the acceptability, quality, and/or equality of any proposal, and to accept or reject any or all proposals.

L.3.1 Proposal Format

Binder I – Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) “Section A of RFP.” The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) “Section B Price Schedules.” Offeror shall complete Section B and provide a proposed price which will address all requirements of Section C as well as others the Offeror may wish to offer. Offeror may provide a trade-in amount for the existing House-owned Jetstar 3000 system.
- (3) “Section G Contract Administration.” Offeror shall complete the required sections of Section G.
- (4) “Section K - Representations, Certifications, And Statements Of Offerors.” Offeror shall complete the required sections of Section K.

Binder II - Technical Proposal. Part II shall be divided into the following distinct and marked parts:

- (1) “Management/Technical Approach”

The Offeror shall describe the overall approach to providing the equipment and services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of work.

The extent the plans and procedures proposed to accomplish the requirements specified in Section C are clearly described, their quality and appropriateness and evidence of sound management structures and procedures. Proposals will be evaluated on the specific approaches to service hours, management approach to technical support, existence of local facility(ies)/office(s) providing immediate response capability, and the overall quality, soundness, reliability, and features of the proposed MLOC system. As a guide, the approach shall include, at a minimum, the following:

- Demonstrated ability to meet the requirements contained in the statement of work as follows:
 - Equipment Specifications (Section C.4.1)
 - Transition/Installation Requirements (Section C.4.2)
 - Equipment Maintenance and Service (Section C.4.3)
 - Software Maintenance and Support (Section C.4.4)
 - Warranty (Section C.4.5)
- Processes for managing the timely delivery of goods and services
- Process for assuring the quality of content in delivered products and/or services
- System documentation
- Transition/Implementation Plan and Schedule
- Maintenance and Service Support Plan (include labor rates for after-hours service)

The contractor shall include a project management approach to track the delivery of products and services related to this contract and to work with the Contracting Officer's Representative and staff. This includes:

- To ensure proper planning for work breakdown and schedules
- Service team structures
- To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- Working relationship with the Contracting Officer's Representative and House staff

The contractor shall provide resumes of all senior technical staff and key program management personnel. Staff capabilities will be evaluated based on technical experience and experience servicing government customers.

The proposed MLOCR must meet the minimum capabilities identified in the statement of work. Proposed technical solutions that do not meet the basic capabilities will be disqualified from further review. Provision of additional features in a modular approach is encouraged. Note: Offerors whose products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

(2) "Corporate Capabilities and Past Performance"

Provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume on the key management personnel listed in the chain of command (2 page maximum).

The Offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the Offeror intends to staff this contract (with Key and non-Key technical personnel) to successfully meet all the requirements of the statement of work. The Offeror shall provide a staffing table, which lists the personnel assigned, by skill category, and an estimated number of hours by ALL labor categories required to perform each task in the SOW. See the following sample table as a guide.

SAMPLE PROJECT STAFFING TABLE – *For guidance purposes only*

| Name | Proposed Position And Labor Category | Proposed Labor Rate | Position Description | Key Non/Key |
|------|--------------------------------------|---------------------|----------------------|-------------|
| | | | | |

| Name | Proposed Position And Labor Category | Proposed Labor Rate | Position Description | Key Non/Key |
|---------|--------------------------------------|---------------------|--|-------------|
| Name #1 | Project Manager | \$100/hr | Overall responsibility of project 6 years PM experience required, etc. | Key |
| Name #2 | Senior Software Engineer | \$150/hr | Designs major NT systems, 10 years min. experience, etc. | Key |
| Name #3 | Systems Analyst | \$80/hr | Evaluates system processes, 5 years min. experience, etc. | Non |
| Name #4 | Technical Writer | \$75/hr | Writes technical manuals, 6 years min. experience, etc. | Key |

Additionally, the Offeror shall submit Personnel Resumes (2 pages per person maximum) for Key personnel and non-key technical personnel who shall be assigned to this contract.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources for the contract life cycle.

Contractor shall provide references for five current or recent (within three years) customers and five past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.4 Preproposal Conference

A pre-proposal conference to allow offerors to examine the installation site in the Ford House Office Building will be held on **August 8, 2001 at 10:30 AM in Room 301, Ford House Office Building, Third and D Street., S.W., Washington, DC.** Offerors shall be limited to three representatives and name(s) must be supplied at least two days prior to the pre-proposal conference to the primary contact (See Section L.2) in writing or by facsimile to (202) 226-2214.

SECTION M - EVALUATION CRITERIA FOR AWARD

M.1 Evaluation Factors for Award

The House intends to make a single award to an Offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Management/Technical Approach
- (2) Corporate Capabilities and Past Performance
- (3) *Price

*The proposal is presumed to represent the Offeror's best efforts to respond to the Solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

- a. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach. The estimated costs to correct any deficiencies in the Offeror's proposal will also be evaluated.
- b. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the Offeror's understanding of the requirements.
- c. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 Contract Award

- a. The House intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 Evaluation Factors for award.
- b. The House may:
 - (1) reject any or all offers, if such action is in its interest,
 - (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the Offeror's best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.

*** Last Page of the RFP ***